

LIMITED 10 YEAR WARRANTY

ESSENTIAL STONE

Essential Stone offers a limited warranty to the original Customer of the Products for a period of ten (10) years from the date of installation free from defects arising in the manufacture of the Products PROVIDED THAT the Products are fabricated and installed by a fabricator(s) and/or installer(s) according to The Fabricators Manual (“the Manual”).

WARRANTY TERMS AND CONDITIONS

These are the entire Warranty Terms and Conditions of all reconstituted quartz based slabs and natural granite slabs (“the Products”) supplied by Essential Stone to any person, firm or company placing an order with Essential Stone for the purchase of any Products (“the Customer”) and except as otherwise expressly agreed upon in writing between a duly authorised officer of Essential Stone and the Customer, these Warranty Terms and Conditions shall apply notwithstanding any provisions to the contrary which may appear on any Order Form or other document issued by any Customer.

MANUFACTURING DEFECTS

Essential Stone warrant that the Products are free from manufacturing defects, however, this does not apply to colour variances, thermal shock, chemical abuse or defects caused by misuse or wrongful installation, negligence, vandalism.

Essential Stone reserve the right in its sole discretion to determine whether there are any such defects and whether there has been any misuse or wrongful installation and further claims for visible defects of the Products must be made before any fabrication or installation of the Products.

The Customer acknowledges that any claim must be notified in writing to Essential Stone within twenty-eight (28) days after becoming aware of any possible defect and further that if notification does not take place then the Customer’s rights to claim shall lapse.

IMPLIED WARRANTIES

These Warranty Terms and Conditions do not exclude, restrict or modify the application of any provision of any Commonwealth, State or Territorial Law which by law cannot be excluded, restricted or modified.

LIMITATION OF LIABILITY

Except for those conditions and warranties implied by the Act or other sale of goods or consumer protection legislation which may not be excluded, the Customer agrees that:

- It has not relied on any inducement, representation or statement made by or on behalf of Essential Stone in purchasing the Products and there are no implied conditions or warranties herein and no collateral contracts in connection herewith (except such as may be in writing and signed by a duly authorised representative of Essential Stone); and

The above clauses set out the entire liability of Essential Stone in respect of its liability under the Act or otherwise in respect of liabilities for a breach of a condition or warranty with respect to the sale of goods or Products. In no circumstances will Essential Stone incur any liability in respect of or arising out of or in connection with any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred by the Customer.

CLAIMS

This Limited Warranty DOES NOT cover:

- Any defect in, or damage to, the Products arising out of any work done by person/s other than Essential Stone.
- For the fabrication or installation of the Products by person/s other than Essential Stone.
- Reconstituted quartz based material used on any exterior application.
- The appearance of a crack does not imply faulty material. Cracks are generally associated due to ground movement or settlement. Thus limited warranty does not include cracks developed in the tops after installation.
- Discolouration of reconstituted quartz based material, if they are exposed to direct sunlight over a prolonged period.
- Any modification, alteration to the surface of the Products of Essential Stone (Example: cutting and grooving the surface including manufacture of drain boards etc.)
- Failure to follow any procedures, instructions and recommendations given in the Product Manual provided to the fabricators and/or Customers.
- If the Product is damaged by placing hot saucepans and pans directly on the surface and/or sudden change in the temperature, excessive heat or excessive weight applied to the surface.
- Failure to follow the care & maintenance instructions of the product.
- Failure of adhesives, caulking materials, damage resulting due to the accessories installed, failure due to inadequate support to joints and seams.
- Damage to the Product by prolonged exposure to chemicals and solvents.
- Damage caused by physical abuse, vandalism, misuse and/ or accidents including, without limitation, fractures, burns, scratches, stains, cuts and scuffs of the product.
- Do not climb on your counter tops or sit on them. The risk of damage to the benchtops from localised additional weight is high.

GOVERNING LAW

The Customer agrees that these Warranty Terms and Conditions shall be construed according to the laws of the State or Territory as Essential Stone may in its sole discretion determine. Proceedings by either Essential Stone or the Customer may be instituted and/or continued in such State or Territory as Essential Stone may in its sole discretion determine.